



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Via Facsimile & First Class Mail
202-637-5910

APR 26 2012

C. Michael Gilliland, Esq.
Hogan Lovells US LLP
555 Thirteenth Street, NW
Washington, DC 20004

RE: MUR 6463
John "Jack" Joseph
Antaramian and the Antaramian
Development Corporation of Naples

Dear Mr. Gilliland:

By letter dated March 29, 2011, the Federal Election Commission ("Commission") notified your clients, John "Jack" Joseph Antaramian and the Antaramian Development Corporation of Naples ("ADCN"), of a complaint alleging that your clients violated the Federal Election Campaign Act of 1971, as amended ("the Act"), and provided a copy of the complaint. By letters dated June 22 and July 29, 2011, the Commission notified you of supplemental information provided by the complainants.

After reviewing the complaint, supplements and your responses, the Commission, on April 10, 2012, made the following findings:

- Reason to believe that ADCN and Jack Antaramian, as an officer of ADCN, violated 2 U.S.C. § 441b(a) by respectively making, and consenting to, a prohibited in-kind contribution to the Democratic National Committee ("DNC") in the form of office space, and related office services, used by the DNC in 2009 and 2010.
- Reason to believe that Jack Antaramian, in his individual capacity, violated 2 U.S.C. § 441a(a)(1)(B) in 2009 by making an excessive in-kind contribution to the DNC by paying moving and electrical expenses associated with this office space.
- Reason to believe that Jack Antaramian violated 2 U.S.C. § 441a(a)(1)(B) by making an excessive in-kind contribution to the DNC and 2 U.S.C. § 441a(a)(3)(B) by exceeding his 2007-08 biennial limit, in connection with an October 2008 fundraising event organized by the Obama Victory Fund ("OVF") that benefited the DNC.

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- No reason to believe that Jack Antaramian violated 2 U.S.C. § 441f by making contributions in the name of others.
- No reason to believe that Jack Antaramian violated the Act with regard to allegations that he used funds from foreign or other sources to make federal contributions.

Please note that your clients have a legal obligation to preserve all documents, records and materials relating to this matter until notified that the Commission has closed its entire file in this matter. See 18 U.S.C. § 1519.

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In the meantime, this matter will remain confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public. You may submit a written request for relevant information gathered by the Commission in the course of its investigation of this matter. See Agency Procedure for Disclosure of Documents and Information in the Enforcement Process, 76 Fed. Reg. 34986 (June 15, 2011).

We look forward to your response.

On behalf of the Commission,



Caroline C. Hunter
Chair

Enclosures
Factual and Legal Analysis

FEDERAL ELECTION COMMISSION**FACTUAL AND LEGAL ANALYSIS**

RESPONDENTS: John "Jack" Joseph Antaramian MUR 6463
Mona Antaramian
David Antaramian
Yasmeen Wilson
Antaramian Development Corporation of Naples
Antaramian Family Trust

I. INTRODUCTION

This matter was generated by a complaint filed with the Federal Election Commission by Iraj J. Zand and Raymond Sehayek, alleging violations of the Federal Election Campaign Act of 1971, as amended ("the Act"), by John "Jack" Joseph Antaramian, Mona Antaramian, David Antaramian, Yasmeen Wilson, Antaramian Development Corporation of Naples ("ADCN") and the Antaramian Family Trust ("Respondents").

II. FACTUAL AND LEGAL ANALYSIS

The complainants allege, in their initial complaint and in two supplemental submissions, that Respondents engaged in unlawful activities involving foreign national contributions, corporate contributions, contributions in the name of another, excessive contributions, and unreported in-kind contributions, in violation of the Act.

A. Allegations of In-Kind Contributions Made to DNC in Connection with Pettit Square Property

The complaint makes two basic allegations in connection with the use of office space by the Democratic National Committee ("DNC") at a commercial building in Naples, Florida owned by Pettit Square Partners, LLC ("Pettit Square"). First, the complaint alleges that ADCN, a for-profit Florida corporation whose president and owner is Jack Antaramian, allowed the DNC to occupy the office space free of charge for several months, resulting in a prohibited in-kind

1 contribution from ADCN. Second, the complaint alleges that Respondents donated furnishings
2 and paid for other items or services in connection with the office space.

3 1. **The DNC's Failure to Pay Rent**

4 Pettit Square leased the office space to ADCN for a four-year period starting on July 1,
5 2009, to be used, pursuant to the terms of the lease, "for a general office and/or retail use only."
6 Ex. G of Complaint (3/22/11). ADCN was to begin paying a monthly rate of \$3,639.58 to Pettit
7 Square starting on January 1, 2010, due at the beginning of each month through the end of the
8 lease on June 30, 2013. *Id.* It appears that as an inducement to ADCN to enter into a four-year
9 lease, Pettit Square was willing to waive the usual rent charge for the first six months of the lease
10 term. The lease required ADCN to secure Pettit Square's consent prior to subleasing the
11 premises. *Id.* Pettit Square claims that ADCN, through Jack Antaramian, sublet the space to the
12 DNC without Pettit Square's knowledge or permission, from July 23, 2009 through March 3,
13 2010.

14 Although the purpose for which ADCN initially rented this office space in July of 2009 is
15 unclear, emails between DNC representatives and Jack and Mona Antaramian in May and June
16 of 2009, just prior to the start of the lease term, suggest that the DNC knew of this office space
17 and planned to use it to house staff of Organizing for America ("OFA") – which the DNC refers
18 to as "a project of the DNC." Exs. N & P of Complaint (3/22/11). The DNC appears to have
19 first occupied the space on July 23, 2009 and remained in it through March 3, 2010.

20 According to Jack Antaramian, he "understood," based on telephone phone conversations
21 with the DNC, "that the OFA/DNC would be subsumed under the terms of the lease either
22 through a sublease or through modification of the original lease to be made the original tenant."

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1 Response at 2 (5/06/11). But, there was no sublease or modification of the lease between ADCN
2 and Pettit Square, and the DNC did not pay any rent for the duration of its occupancy.

3 Respondents assert that when OFA expressed an interest in occupying the space, Jack and
4 Mona Antaramian informed OFA that they had reached their annual contribution limits to the
5 DNC and agreed to provide the space only if it could be done without exceeding those limits.
6 Response at 1-2 (5/06/11).¹ Further, DNC representatives appear to have raised concerns in
7 emails as to whether, and from whom, the DNC would be accepting an in-kind donation. *See*,
8 *e.g.*, Exs. N & P of Complaint; Ex. 2 of Response (5/06/11).

9 Pettit Square filed a lawsuit against ADCN and the DNC in March 2010 to evict the
10 DNC, and to recover rent for the use of the space. As part of a litigation settlement, the DNC
11 paid \$29,117 to Pettit Square by check dated October 29, 2010. Ex. M of Complaint (3/22/11);
12 Ex. 5 of Response (5/06/11). The response asserts that the settlement paid by the DNC
13 constituted the "usual and normal" rate for the use of the office space and, thus, there was no
14 contribution. Response at 3 (5/06/11).

15 Under the Act, a "contribution" includes "anything of value made by any person for the
16 purpose of influencing any election to Federal office." 2 U.S.C. § 431(8)(A)(i). The
17 Commission's regulations provide that "anything of value" includes all in-kind contributions,
18 including the provision of goods or services without charge or at a charge less than the usual and
19 normal charge for such goods or services. 11 C.F.R. § 100.52(d)(1). Assuming the \$29,117

20

¹ The DNC reported receiving the maximum \$30,400 contribution from Jack Antaramian on April 30, 2009, and the same amount from Mona Antaramian on March 16, 2009. *See* 2 U.S.C. § 441a(a)(1)(B).

1 settlement was based on the fair market value of the rent,² and regardless of any
2 miscommunication or confusion over the use of the office space or who may have been the
3 beneficiary of a lease inducement, it appears that the DNC knowingly accepted that amount as an
4 in-kind contribution by conducting its operations on the premises for over seven months without
5 charge.

6 A corporation is prohibited from making contributions in connection with any election of
7 any candidate for federal office. *See* 2 U.S.C. § 441b(a). In addition, section 441b(a) prohibits
8 any officer or director of any corporation from consenting to any contribution by the corporation.
9 The information indicates that ADCN, a corporation, made a prohibited in-kind contribution to
10 the DNC by allowing the DNC to use the space free of charge, and that Jack Antaramian
11 consented to the contribution.

12 Accordingly, there is reason to believe that the Antaramian Development Corporation of
13 Naples and Jack Antaramian violated 2 U.S.C. § 441b(a) by respectively making and consenting
14 to a prohibited in-kind contribution to the DNC.

15 **2. Office Furnishings and Utilities**

16 The complaint alleges that the Antaramians also made in-kind contributions of “furniture,
17 fixtures, utilities, and moving services” to the DNC in connection with the office space the
18 OFA/DNC occupied from July 23, 2009 through March 3, 2010, and attaches copies of emails
19 discussing the items and various invoices. Complaint at 3, Exs. N, O. Respondents
20 acknowledge that inadvertent in-kind contributions may have been made by Jack and Mona
21 Antaramian, ADCN, and Brompton Road Partners, an LLC that had been leasing a copy machine

² If the DNC had been subsumed under the terms of the lease, it would have been required, after six months, to begin paying a monthly rate of \$3,640 throughout the remainder of the four-year lease period. *See* Ex. G of Complaint. The \$29,117 settlement amount approximated the equivalent of eight months’ rent at the \$3,640 rate (\$3,640 x 8 = \$29,120).

1 used by the OFA/DNC for approximately seven weeks. Attached to their response is a May 6,
2 2011 letter from the Antaramians' counsel to the DNC requesting reimbursement for the
3 following payments made in connection with setting up and operating the office space:

- 4 • \$487.50 paid by Jack Antaramian for professional movers to move furniture and a copy
5 machine to the office (invoice dated June 8, 2009);
6
- 7 • \$511.06 paid by Jack Antaramian for an electrician to install new electrical outlets for the
8 OFA (invoice dated June 11, 2009);
9
- 10 • \$500 rental charge covered by Brompton Road Partners, LLC for the use of the copy
11 machine by OFA/DNC from July 23 to September 7, 2009;
12
- 13 • \$135 paid by ADCN for services performed on computer systems at the OFA office
14 (invoice dated August 18, 2009); and
15
- 16 • \$888.16 paid by Mona Antaramian in 2009 and 2010 for electric bills and internet/phone
17 bills associated with the office.
18

19 Ex. 7 of Response (5/06/11). As to the furniture, the response asserts that it consisted of items
20 discarded by previous tenants and was in "very poor condition," with "no discernable market
21 value" *Id.* at 3. The response notes that the property managers discarded the items after the
22 OFA/DNC vacated the premises, "as they were considered garbage." *Id.*

23 Pursuant to the Act's limits for the 2010 election cycle, no person was permitted to make
24 contributions to the political committees established and maintained by a national political party
25 in a calendar year that, in the aggregate, exceed \$30,400. 2 U.S.C. § 441a(a)(1)(B).

26 Therefore, there is reason to believe that, after reaching his annual contribution limit for
27 2009, Jack Antaramian made an excessive contribution to the DNC in violation of 2 U.S.C.
28 § 441a(a)(1)(B) by paying moving and electrical costs associated with the property. In addition,
29 there is reason to believe that the Antaramian Development Corporation of Naples and Jack

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1 Antaramian violated 2 U.S.C. § 441b(a) by respectively making and consenting to a prohibited
2 contribution to the DNC in the form of ADCN's payment for computer expenses.

3 Given that Mona's payments caused her to exceed her 2009 contribution limit to the
4 DNC by only \$888.16 at most, and since she does not appear to have otherwise violated the Act
5 in this matter, the Commission dismisses the allegation that Mona Antaramian violated the Act
6 with regard to such contributions.

7 **B. Allegations in Connection with October 2008 Fundraiser**
8 **Held at Naples Bay Resort**
9

10 In a supplemental filing, the complainants also allege that Jack Antaramian made an in-
11 kind contribution to the Obama Victory Fund ("OVF") in connection with an October 8, 2008
12 fundraising event at the Naples Bay Resort. Attached to the filing are invoices and other
13 documents indicating that he may have paid a total of \$24,184.54 in event-related charges. Exs.
14 C-J of Complaint (7/25/11). The OVF is a joint fundraising committee that conducted
15 fundraising events during the 2008 election cycle, disbursing its proceeds to the DNC and to
16 Obama for America, the principal campaign committee of Barack Obama.

17 The response states that \$24,184.54 in catering costs, service charges, rental equipment
18 costs and other fundraising event expenses were charged to Jack Antaramian's personal account,
19 a fact "well known" to the DNC and the OVF. Response at 2 (9/16/11). Jack Antaramian
20 "believed that his payment of these expenses would be properly handled by the committees that
21 were responsible for organizing the event," but now is aware that "this was not the case." *Id.* at
22 2. Attached to the response is a September 9, 2011 letter from counsel, addressed to the DNC,
23 requesting reimbursement for the expenses. *Id.* According to a letter to the Commission from
24 Antaramian's counsel dated March 30, 2012, Antaramian received reimbursement from the DNC
25 on March 26, 2012 in the amount of \$24,184.54.

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1 The OVF and the DNC appear to have knowingly accepted an in-kind contribution from
2 Jack Antaramian by using or consuming the items without reimbursing him. See MUR 6447
3 (Steele) (candidate committee accepted in-kind contributions by not reimbursing individual who
4 paid for, *inter alia*, catering and security services at fundraiser; see Conciliation Agreement
5 dated Aug. 24, 2011). Based on a review of the 2008 disclosure reports filed by Obama for
6 America and the DNC, at the time of the event, Antaramian had reached his \$2,300 contribution
7 limit to the former committee, see 2 U.S.C. § 441a(a)(1)(A), and had contributed \$22,700 to the
8 DNC, leaving him with a remaining limit of \$5,800 to the DNC. See 2 U.S.C. § 441a(a)(1)(B)
9 (\$28,500 limit - \$22,700 = \$5,800). After attributing \$5,800 of Antaramian's \$24,184.54 in-kind
10 contribution in connection with the event to the DNC, it appears that he exceeded his 2008
11 contribution limit by \$18,384.54.

12 Accordingly, there is reason to believe that Jack Antaramian violated 2 U.S.C.
13 § 441a(a)(1)(B) by making an excessive contribution to the DNC in 2008.

14 **C. Alleged Contributions In Excess of 2008 Cycle Biennial Limits**

15
16 The complainants' second supplemental filing alleges that Jack and Mona Antaramian
17 each exceeded their 2008 cycle biennial limit of \$108,200. See 2 U.S.C. § 441a(a)(3); 11 C.F.R.
18 § 110.5. Attached to the filing is a contribution chart purportedly showing that Jack Antaramian
19 exceeded his limit by \$43,474 and Mona Antaramian exceeded her limit by \$17,987. Exs. A, B-
20 1 of Complaint (7/25/11). The response asserts that some of the figures in the complainants'
21 contribution chart "were allocations made by . . . two joint fundraising committees" to which
22 they contributed; therefore, the reported receipt of the proceeds by the participating committees
23 should not be counted. Response at 2 (9/16/11).

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1 The \$108,200 biennial limit is comprised of a \$42,700 limit to candidate committees, *see*
2 2 U.S.C. § 441a(a)(3)(A), and a \$65,500 limit “in the case of any other contributions,” of which
3 not more than \$42,700 “may be attributable to contributions to political committees which are
4 not political committees of national political parties.” 2 U.S.C. § 441a(a)(3)(B). Based on a
5 review of the Antaramians’ reported contributions in 2007 and 2008, it appears that the
6 complainants double-counted contributions by adding contributions made by Jack and Mona
7 Antaramian to two joint fundraising committees (the OVF and Committee for Change) to
8 contributions reported by the candidate and party committees that ultimately received the
9 fundraising proceeds.

10 After subtracting the contributions to the joint fundraising committees, it appears that
11 Jack Antaramian made total direct contributions of \$62,400 during the 2008 election cycle,
12 comprised of \$37,400 to state party committees, \$22,700 to the DNC, and \$2,300 to Obama for
13 America. Although Jack Antaramian’s contributions to candidates are under the \$42,700 limit
14 set forth at U.S.C. § 441a(a)(3)(A), his direct contributions to non-candidate committees
15 (\$37,400 + \$22,700 = \$60,100), when added to his 2008 in-kind contributions to the DNC
16 discussed above in Section II.B (\$60,100 + 24,184.54 = \$84,284.54), exceeded his limit for
17 “other contributions” at U.S.C. § 441a(a)(3)(B) by \$18,784.54 (\$84,284.54 – 65,500).

18 Accordingly, there is reason to believe that Jack Antaramian violated 2 U.S.C. § 441a(a)(3)(B).

19 Mona Antaramian made total contributions of \$59,061 during the 2008 election cycle,
20 comprised of \$28,561 to state party committees, \$25,900 to the DNC, and \$4,600 to Obama for
21 America. Because her contributions were under each of the limits set forth at 2 U.S.C.
22 § 441a(a)(3)(A) and (B), there is no reason to believe that Mona Antaramian violated 2 U.S.C.
23 § 441a(a)(3).

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1 D. **Alleged Contributions Made From Foreign or Other Sources**

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3 The complainants, who are British citizens and therefore foreign nationals under the Act,
4 see 2 U.S.C. § 441e(b), allege that Jack Antaramian may have used funds from foreign or other
5 unlawful sources to make political contributions. They describe a series of wire transactions
6 occurring from September 2001 through January 2004 that resulted in a transfer of \$1 million for
7 an "investments entry fee" from their personal accounts to the Antaramian Family Trust, in order
8 to "participate with Jack in real estate development projects in Naples, Florida." Complaint at 3
9 (3/22/11). The complaint asserts that, because Jack Antaramian's assets are tied to the
10 Antaramian Family Trust, "it is likely that Jack has been utilizing the . . . Trust, along with other
11 offshore funds in which Jack may have laundered money, to make his political contributions."
12 *Id.*

13 In a supplemental filing, complainants allege that they have "recently uncovered further
14 information on the potential source of funds" used by Jack Antaramian to make contributions in
15 2009. Complaint supplement at 1 (6/16/11). The first alleged source consists of proceeds from
16 the sale of a London residence that was purchased with funds allegedly provided to the
17 Antaramian Family Trust. Jack Antaramian allegedly transferred the funds to his U.S. bank
18 account in early March 2009, after which time he made \$30,400 in contributions to the DNC.
19 The second alleged source of funds was derived from proceeds of a "mortgage fraud possibly
20 perpetrated" by Jack Antaramian in connection with a Florida real estate project. *Id.* at 1-2.

21 The response, which clarifies that the wire transfers were deposited into a personal
22 account owned by Jack and Mona Antaramian and an account owned by a property management
23 and design firm, asserts that money used by Jack Antaramian to make political contributions was
24 earned from many sources of income, including his real estate dealings, and was within his

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1 complete control. Attached to the response is a sworn affidavit in which Jack Antaramian attests
2 that "I have never made a political contribution on behalf of a foreign national, nor have I been
3 directed to do so." Ex. 1 of Response (5/06/11). The response further asserts that 2 U.S.C.
4 § 441e applies only where a foreign national (1) has a decisionmaking role concerning
5 contributions or (2) has control over the money being contributed – neither of which occurred
6 here. The response states that the \$1 million payment was a "legitimate business payment to join
7 in a partnership with Jack" and became part of Jack Antaramian's personal assets; the
8 complainants "have no control" over the funds. *Id.* at 6. As to the mortgage fraud issue, the
9 response states that the complaint alleges no specific violation of the Act, and reiterates that the
10 funds Antaramian used to make contributions "are his and his alone." *Id.* at 1 (7/07/11).

11 Foreign nationals are prohibited from making, directly or indirectly, a contribution or
12 donation to a committee of a political party. See 2 U.S.C. § 441e(a)(1)(B). Further, no person
13 shall knowingly provide "substantial assistance" in the making of such a contribution or
14 donation, and no foreign national shall direct, dictate, control, or directly or indirectly participate
15 in the decisionmaking process of any person making such a contribution or donation. 11 C.F.R.
16 § 110.20(h) and (i).

17 It is highly speculative for the complainants to assert that investment funds they wired to
18 Jack Antaramian from 2001 to 2004 (whether received by him or by a trust controlled by him)
19 were used years later to make political contributions. More fundamentally, even if some or all of
20 the investment funds at issue remained in an account used by Jack Antaramian to make
21 contributions, there are no facts in the complaint suggesting that the funds comprising the
22 contributions were not his own or under his control. The complainants do not allege, for
23 example, that they directed Jack Antaramian to use their funds to make specific contributions

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1 and that he did so, or that they were otherwise involved in Antaramian's decisionmaking process
2 when he made his contributions. *See* 11 C.F.R. § 110.20(i). Similarly, the complaint does not
3 include any facts suggesting that other sources of funds were not controlled by Antaramian, such
4 as the proceeds from the sale of a London residence; further, allegations that funds were derived
5 from a mortgage fraud "possibly perpetrated" by him – even if there were such a fraud – would
6 be outside of the Act's purview.

7 The Commission has stated that "unwarranted legal conclusions from asserted facts or
8 mere speculation will not be accepted as true" and "purely speculative charges, especially when
9 accompanied by a direct refutation, do not form an adequate basis to find reason to believe that a
10 violation of the FECA has occurred." *See* Statement of Reasons, MUR 4960 (Hillary Rodham
11 Clinton for Senate Exploratory Committee, issued December 21, 2000) (citations omitted).

12 Here, there are no facts supporting the assertion that the funds at issue were not under
13 Jack Antaramian's control or that the complainants made specific contributions or donations
14 through him. The allegations rest on sheer speculation that has been directly refuted (including
15 in a sworn affidavit), thus providing an insufficient basis for an investigation.

16 Accordingly, there is no reason to believe that Jack Antaramian violated the Act by
17 making or receiving funds from foreign or other sources. Further, there is no reason to believe
18 that the Antaramian Family Trust violated the Act or Commission regulations in this matter.

19 E. Alleged Contributions Made by Jack Antaramian
20 in the Names of Family Members
21

22 The complaint alleges that, "[i]n light of the in-kind contributions Jack made to the DNC
23 at Pettit Square, a review of the FEC Individual Contribution Lists also raises concerns that other
24 contributions made by Mona [Antaramian], David [Antaramian], and Yasmeen [Wilson] were
25 actually funded by Jack." Complaint at 4 (3/22/11). The complaint appears to suggest that,

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1 based on David Antaramian's and Yasmeen Wilson's family ties to Jack Antaramian and
2 questions about their income, the funds comprising their contributions to the DNC during the
3 2008 and 2010 election cycles may have come from Jack Antaramian or another source. *Id.*

4 The response includes an affidavit sworn to by Jack Antaramian stating "I have never
5 directed [those individuals] or anyone else to make any political contributions, nor have I
6 reimbursed them for doing so." Ex. 1 of Response (5/06/11). The response states that Yasmeen
7 Wilson receives a salary from ADCN and receives financial gifts from Jack and Mona
8 Antaramian on a regular basis, and Wilson has complete control over these funds. Also, David
9 Antaramian is a beneficiary of the Antaramian Family Trust and requests funds from the Trust
10 for his personal use on a regular basis. *Id.* at 7. A \$30,400 contribution to the DNC "is not
11 inconsistent with David's spending or financial situation." *Id.*

12 The Act provides that no person shall make a contribution in the name of another person
13 or knowingly permit his or her name to be used to effect such a contribution. 2 U.S.C. § 441f.
14 Any candidate or political committee who knowingly accepts or receives any contribution
15 prohibited by 2 U.S.C. § 441f also violates the Act. *Id.* The allegation that Jack Antaramian
16 made contributions in the names of family members appears to be based on mere speculation and
17 is specifically refuted in his sworn affidavit. The complainants' attempt to draw inferences
18 based on the contributors' family ties and their level of income is far too attenuated to support a
19 finding of reason to believe there is a violation of the Act. See MUR 5538 (Friends of Gabbard)
20 (Commission found no reason to believe that the respondents violated 2 U.S.C. § 441f; General
21 Counsel's Report adopted by Commission stated that allegations that persons of certain
22 occupations "must not have the means to make contributions, even relatively large ones, are
23 themselves entirely speculative; to leap from those conclusions to conclusions that those persons'

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- 1 contributions must have been reimbursed is to pile speculation upon speculation"). *See also*
- 2 Statement of Reasons, MUR 4960.
- 3 Accordingly, there is no reason to believe that Jack Antaramian, Mona Antaramian,
- 4 David Antaramian, or Yasmeen Wilson violated 2 U.S.C. § 441f.

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